

# **EXHIBIT D**

~EXHIBIT Q-1~

**IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT  
IN TIF FILE FORMAT SENT BY CEGLIA  
TO HIS ATTORNEY PAUL ARGENTIERI ON JUNE 27, 2010**

**8. Assignment of Subcontracting**

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompetitor and "work made for hire agreement" are in place.

**9. Proprietary Rights**

It is acknowledged that this is a work made for hire agreement and that all intellectual property rights or patent rights are that of StreetFax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

**10. Termination**

**A. DEFAULT** - The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- a) fail to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller
- b) Fail to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- c) Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

**11. Liens**

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

**12. Governing Law**

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

**13. Recovery of Damages**

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

**14. Notice of Labor Disputes**

a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto to the Purchaser.

b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

**15. Indemnity Requirements for Contractor/Seller**

Contractor/Vendor shall defend, indemnify and save StreetFax Inc. from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of StreetFax, its agents, or employees, or otherwise, or account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of StreetFax and any and all damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractor, their employees, or agents upon or in proximity to the property of StreetFax. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of StreetFax.

**16. Publicity**

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

**17. Seller's Disclosure**

Any information relating to the Seller's design, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

**18. General Notes**

Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFax

Seller - Mark Zuckerberg

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFax

Seller - Mark Zuckerberg

~EXHIBIT Q-2~

**IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT  
ATTACHED TO CEGLIA'S COMPLAINT,  
FILED JUNE 30, 2010**

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06/30/2010 12:02 6873246188 PAUL ARGENTIEMI PAGE 16

**8. Assignment of Subcontracting**  
Neither the order nor any rights, obligations, or remedies due hereunder are assignable or transferable (in security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of new materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work contemplated by this order without the Purchaser's prior written approval. The Purchaser shall not be required to accept any assignment or subcontract made without its prior written consent.  
The buyer warrants that there will be no other subcontractors working on the project this work will be accepted provided a noncompetitor and "work made for last agreement" are in place.

**9. Proprietary Rights**  
It is acknowledged that this is a work made for hire agreement and that all intellectual property rights or patent rights are that of StreetFax Inc. All code in position or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written materials or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned, promptly upon request at the completion, termination or rescission of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

**10. Termination**  
A. **DEFAULT** - The Purchaser may terminate this order or any part thereof by written notice if the Seller:  
(1) fails to make deliveries or to complete performance of its obligations hereunder within the time specified or as in accordance with the agreed schedule unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller;  
(2) fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof;  
(3) makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, reorganization, or the relief of debtors.  
Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.  
In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

**11. Time**  
The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such liens, claims and encumbrances.

**12. Governing Law**  
This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office is located.

**13. Recovery of Damages**  
If the Seller should accept any damages as a result of contract violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any sum the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

**14. Notice of Labor Disputes**  
(1) Whenever the Seller has knowledge that any actual or potential labor dispute is existing or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.  
(2) The Seller shall insert the substance of this clause including the paragraph (1) in any sublet supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such sublet supply agreement shall provide that in the event its timely performance is delayed or determined by delay by an actual or potential labor dispute, the sublet Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

**15. Indemnity Requirements for Contractors/Seller**  
Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whose duties, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax shall take all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or exacerbated, in whole or in part by reason of or arising during the presence of the parties or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

**16. Publicity**  
Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of the Purchase Order, or any generation or details about this Purchase Order without first obtaining the endorsement of Buyer.

**17. Seller's Disclosure**  
Any information relating to the Seller's designs, manufacturing processes or manufacturing problems which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

**18. General Notes**  
Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signature below will execute this contract  
Buyer - Paul Ceglia, StreetFax  
4/28/05  
Seller - Mark Zuckerberg  
MK Zuck 04.28.05

The signature below will execute this contract

Buyer - Paul Ceglia, StreetFax

Seller - Mark Zuckerberg

MK Zuck 04.28.05

~EXHIBIT Q-3~

**IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT  
TAKEN BY PLAINTIFF'S EXPERT VALERY AGINSKY DURING HIS  
JANUARY 13, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT**

**8. Assignment of Subcontracting**

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

**9. Proprietary Rights**

It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or patent rights are that of StreetFax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

**10. Termination**

**A. DEFAULT** – The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

**11. Liens**

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to the absence of such items, claims and encumbrances.

**12. Governing Law**

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

**13. Recovery of Damages**

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

**14. Notice of Labor Disputes**

a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.

b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

**15. Indemnity Requirements for Contractors/Seller**

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

**16. Publicity**

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**17. Seller's Disclosure**

Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

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Seller – Mark Zuckerberg

The signatures below will execute this contract.

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~EXHIBIT Q-4~

**IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT  
TAKEN BY DEFENDANTS' EXPERT PETER V. TYTELL DURING DEFENDANTS'  
JULY 14, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT**

**8. Assignment of Subcontracting**

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The signatures below will execute this contract.

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Seller - Mark Zuckerberg

The signatures below will execute this contract.

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